

No. 22243

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IN THE  
UNITED STATES  
COURT OF APPEALS  
For the Ninth Circuit

---

PACIFIC INLAND NAVIGATION Co., *Appellant*

VS.

FIREMEN'S FUND INSURANCE COMPANY, *Appellee*.

---

APPEAL FROM THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON  
SOUTHERN DIVISION

---

BRIEF OF APPELLEE

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FILED

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**BRIEF OF APPELLEE**

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**JURISDICTION**

The basis of jurisdiction is set out in Appellant's Brief (Brief of Appellant, pp. 1-2).

**STATEMENT OF THE CASE**

Appellee is furnishing a Statement of the Case because appellant's statement begins by begging the question which is being appealed and omits some of the pertinent facts.

Because Friedolf Humpla was on navigable waters and in the employ of Pacific Inland Navigation Co., Inc., when he was injured on September 27, 1964, appellee paid \$5,343.84 to him by way of benefits under the Longshoremen's and Harbor Workers' Act in accordance with Policy No. LS-1214, a copy of which is attached (Tr. 14 and Ex. A-1 attached thereto).

Pacific Inland Navigation Co. owned the barge upon which Humpla was injured, and he sued that corporation in the Circuit Court of the State of Oregon under the doctrine of *Reed v. SS YAKA*, 373 U.S. 410, 10 L.Ed.2d 448, 83 S.Ct. 1349 (1963) Tr. 5). That suit was defended by appellant's Protection and Indemnity insurer (hereinafter referred to as P&I) because it insured the barge. The lawsuit was settled by a \$30,000.00 contribution from the P&I underwriter and a waiver of the lien granted the compensation underwriter (appellee herein) by the Longshoremen's and Harbor Workers' Compensation Act, 33 U.S.C. 901, *et seq* (Tr. Ex. A-1 at Pg. 14). As Exhibit A-1 states, the contributions toward settlement were made without prejudice to either party's position that it did not cover the lawsuit by Humpla.

Thereafter, this lawsuit was brought, claiming coverage by appellee under compensation policy LS-1214, Paragraph One (b) (Tr. 3). Appellee denied coverage, and counter-claimed for its lien, on the basis of the Endorsement Restricting Policy Coverage (endorsement No. 2) to policy LS-1214 (Tr. 14, 15), and on the basis that the Humpla lawsuit was not within the scope of One (b) in any event because it was a shipowner's liability, not an employer's liability.

Motions for Summary Judgment were filed by both parties, based solely on the pleadings and the compensation policy No. LS-1214 (Tr. 19, 29; Briefs at Tr. 20, 31, 37). Summary judgment was entered in favor of appellee (Tr. 45, 46).

### SUMMARY OF ARGUMENT

*THE ISSUE:* Appellee's position is that policy LS-1214 (attached) is a compensation policy providing only coverage under the Longshoremen's and Harbor Workers' Act and \$100,000.00 liability coverage in the event the Longshore Act is declared unconstitutional, which has not occurred. Appellant's position is that endorsement No. 2 does not exclude coverage One(b) (Employer's Liability) but relates only to One(A) (Compensation) and that the Humpla loss is covered under One(B).

Appellee will develop the following arguments supporting its position:

- I. Policy LS-1214 covers only Longshoremen's and Harbor Workers' Act benefits. That is what the policy says, both by the ordinary meaning of its terms, particularly Endorsement Restricting Policy Coverage (endorsement No. 2) ("... no other liability of any nature whatsoever, ... is covered hereunder") and by the entirety of the agreement which, from the declarations page to the endorsements, is framed solely in terms of Longshore Act coverage.
- II. Even assuming endorsement No. 2 did not exist, policy LS-1214 would not cover the Humpla lawsuit because liability to Humpla is a risk of a shipowner, not an employer. There is no dispute that the policy would not cover a suit by a longshoreman employed by a third party, a suit by a stevedore employer for indemnity, a suit by anyone if injured ashore, a suit by a crew member, or compensation under a state act for an injury occurring to an employee ashore. Since Humpla, by his lawsuit, sought to equate himself with a

longshoreman employed by a third party, his suit is similarly not a risk covered by this policy.

## ARGUMENT

### I.

#### **Policy LS-1214 Covers Only Longshoremen's and Harbor Workers' Act Benefits.**

A reading of the whole of policy LS-1214 plainly shows that it is a compensation policy providing coverage for liabilities arising under the Longshoremen's and Harbor Workers' Act and providing \$100,000.00 liability coverage in the event the Longshore Act is declared unconstitutional. A case cited numerous times in Appellant's Brief, *Safeco Ins. Co. of America v. McManemy*, 72 W.D.2d 2112, 432 P.2d 537 (1967), states the first of "the general principles to be followed in construing insurance contracts" to be:

"(1) The terms of the insurance policy must be given their usual, popular and ordinary meaning unless the entirety of the agreement clearly demonstrates a contrary intent." (Citations omitted) 72 W.D.2d at 213.

Policy LS-1214 is only a compensation policy *both* by the "usual, popular and ordinary meaning" of its terms *and* by the "entirety" of the agreement." We will now explore those two aspects of the policy.

#### **A. The Ordinary Meaning of Policy LS-1214**

The language of policy LS-1214 states plainly, expressly, explicitly and without ambiguity that it covers liability of the assured under the Longshoremen's and Harbor Workers' Compensation Act and does not cover any other liability of the assured.

The agreement begins by stating that Fireman's Fund Insurance Company "does hereby agree with this employer, named and described as such in the declarations forming a part hereof, as respects personal injuries sustained by employees, including death at any time resulting therefrom, as follows:" That opening phraseology eliminates coverage of many losses similar to the *Humpla* suit, and, indeed, those which gave historical birth to liabilities such as the *Humpla* suit. It is obvious that the policy does not cover a lawsuit brought by a longshoreman employed by an independent stevedore company and injured aboard appellant's barge. Nor does it cover suits by any other person not an employee of the assured. It would not cover an independent stevedore company's suit for indemnity under *Ryan Stevedoring Co. v. Pan-Atlantic Steamship Corp.*, 350 U.S. 124, 76 S.Ct. 232, 100 L.Ed. 133 (1955).

Coverage One(a) (entitled in the margin, "Compensation") then provides coverage for benefits under Workmen's Compensation statutes "cited and described in an Endorsement attached to this policy" and further provides that "nothing herein contained shall operate to so extend this policy as to include within its terms any Workmen's Compensation Law, scheme or plan not cited in an Endorsement hereto attached." By the plain meaning of its words, One(a) requires an endorsement to include coverage for the Longshore Act. Endorsement No. 1 does include that coverage. (Endorsement No. 1 states, "the obligations of Coverage A of the Policy include the" Longshoremen's Act.) It is inclusive, and not restrictive in nature. Presumably, other Workmen's Compensation Acts could be added by further endorsement.

Coverage One(b) (entitled, "Liability for Damages") states that the insurer will indemnify the employer against loss because of liability to employees for injuries. It needs no endorsement to be effective, such as One(a) needs. Nonetheless, there is an endorsement pertaining to One(b) and excluding its coverage from the policy.

*"Endorsement Restricting Policy Coverage No. 2.*

The obligation of Paragraph One(a) of the policy to which this endorsement is attached shall cover only the Workmen's Compensation Law hereinafter cited and described and none other:

*'Longshoremen's and Harbor Workers' Compensation Act'* (Public Act No. 803—69th Congress).

It is mutually understood and agreed that except as this policy may be otherwise extended by endorsement, no other liability of any nature whatsoever, except as defined by the said *'Longshoremen's and Harbor Workers' Compensation Act,* is covered hereunder.

It is understood and agreed, however, that the above will not operate to exclude liability under clause No. 1-B of the policy in respect to those employees to which the Federal Longshoremen's and Harbor Workers' Compensation Act should be declared in whole or in part unconstitutional."

The "usual, popular and ordinary meaning" of the plain language of that endorsement limits the policy coverage to Longshore Act benefits only. By its very title, the endorsement restricts the coverage of the *entire* policy.

The first paragraph limits One(a) to the Longshore Act.



The second paragraph excludes all coverage except the Longshore Act, and therefore One (b) is expressly excluded. That the second paragraph excludes the coverage of One (b) is confirmed by the fact that the third paragraph replaces One (b) into the policy if the Longshore Act is declared unconstitutional. Not only has the Longshore Act not been declared unconstitutional, but its constitutionality has been affirmatively upheld. *Crowell v. Benson*, 285 U.S. 22, 52 S.Ct. 285, 76 L.Ed. 598 (1932).

The heart of endorsement No. 2 is the plain language of the second paragraph, "...no other liability of any nature whatsoever, except as defined by the" Longshore Act, "is covered hereunder". Unless that language of the endorsement restricts the coverage of the entire policy by excluding One (b), the endorsement is superfluous. Appellant's Brief (Pg. 10; cites the rule that each part of the policy should be construed "so that all parts thereof shall have some effect". *Safeco Ins. Co. of America v. McManemy*, *supra*, at Page 214. Yet, appellant asserts that endorsement No. 2 is attached only "to particularly describe the precise Workmen's Compensation Law intended," (*Brief of Appellant*, Pg. 13) a function which was already accomplished by endorsement No. 1. In order to give effect to endorsement No. 2, it must be read as appellee reads it.

Nor are appellee and Judge Boldt alone in so reading the policy. Judge Frank D. James, in the Superior Court of the State of Washington for King County, was faced with the identical issue in *Insurance Co. of North America v. Fireman's Fund Ins. Co.*, King County Cause No. 669599, and entered the following Conclusions of Law:

"II. As the INA Protection and Indemnity

Policy covers the *Anderson* case in the first instance, the sole issue for decision in this cause is whether the Fireman's Fund policy LS-1215 provides other insurance.

III. Fireman's Fund policy LS-1215 as endorsed is clear and unambiguous and requires no interpretive evidence or application of rules as to construction. Endorsement No. 4 deletes Clause 1-B from the policy except if the Longshoremen's and Harbor Workers' Act is declared unconstitutional or except where 1-B coverage is added by special endorsement.

IV. Fireman's Fund policy LS-1215 does not provide insurance coverage against risks such as the *Lee Anderson* case, i.e., cases arising under the doctrine of *Reed v. SS YAKA*, 373 U.S. 410, 10 L.Ed.2d 449 (1963)."

A Judgment of Dismissal was entered 8 September, 1967.

The ordinary meaning of the terms of policy LS-1214 dictates that the judgment of the trial court must be affirmed.

#### **B. The Entirety of the Agreement**

The Endorsement Restricting Policy Coverage (No. 2) and its meaning fit perfectly into the overall pattern of Policy LS-1214 as an agreement providing coverage of compensation benefits only. A reading of the terms of the entire policy confirms this.

As stated by the Washington court in *Safeco Ins. Co. of America v. McManemy*, *supra*, at Pg. 214: "To properly interpret the policy, one must start with the declarations". Turning to the Declarations page, we see that, Item 3, the Covered Locations are:

*"Territorial waters of the States of California, Oregon, Washington and Alaska."* (Emphasis supplied)

It should be borne in mind that Section 3 of the Longshore Act brings within the purview of the Act only those injuries “. . . occurring upon the navigable waters of the United States (including any dry-dock) . . .” 33 U.S.C. 903. For the classification of operations on those waters which are covered, the Declarations page refers the reader to the “Schedule of Operations” found on Endorsement No. 6. By the terms of both Endorsement No. 6 and the Declarations page, the purpose of scheduling these operations is to classify the activities so that premium rates can be established, based on a dollar value per hundred dollars of payroll. Thus, “Stevedoring, N.O.C.” (Not Otherwise Classified) is covered in all four states while ship repair activities are covered in Oregon and Washington. Should any employee of the assured involved in any operation so named be injured on navigable waters, even though his presence there is only incidental to his principal duties, the assured is covered for compensation by policy LS-1214 as required by the Longshore Act. 33 U.S.C. 938.

Appellant's Brief refers to some of the operations listed in Endorsement No. 6 as being “without the coverage” of the Longshore Act. Yet all the operations shown are on the waterfront with the inherent risk that an employee might be injured on navigable water, be he chauffeur, yard worker or longshoreman. The necessity of coverage of such employees under the Longshore Act was thoroughly reviewed in Note, *The Oregon Employers' Liability Law and The Federal Overlap*, 1 Willamette Law Journal 77 (1959):

“The only way that an employer can protect himself when he employs maritime workers is

to be covered under both acts, state and Federal." (At Pg. 90)

The compensation situation in Oregon at the time of Mr. Humpla's accident was as outlined in the article. An example of Longshore Act coverage of such operations by this employer is *Pacific Inland Navigation Co. v. Course*, 368 F.2d 540 (C.C.A. 9, 1966), involving a harbor worker in appellant's yard and which stated, "The worker was covered by the Longshoremen's and Harbor Workers' Compensation Act, . . ."

Thus, One(a) with Endorsement No. 1 provides coverage for benefits under the Longshore Act. One(b), Liability for Damages, is excluded by Endorsement Restricting Policy Coverage (endorsement No. 2) unless the Longshore Act is declared unconstitutional.

In the event of a declaration of unconstitutionality of the Longshore Act, One(B) would come into play to protect the assured, but the policy limits must be defined. Endorsement No. 4 does that. It is entitled, "Limitation of Liability Endorsement Paragraph One(b)" and states that liability under Paragraph One(b) is limited to \$100,000.00. Nowhere does that endorsement extend One(b) coverage beyond the limitations placed on it by endorsement No. 2. In fact, endorsement No. 4 states: "All other terms and conditions remain unchanged".

Appellant's argument (*Brief of Appellant*, Pg. 16) regarding Paragraphs Two, Three and Four is irrelevant, because appellant seeks only to enforce One(b); and is erroneous because Two, Three and Four are services ancillary to One(a) as well as

One(b). There is only One(a) coverage under LS-1214 because of restrictive endorsement No. 2.

Further, Appellant's Brief (Pg. 16) states that a premium was charged for One(b) coverage. Not only is there no evidence below to support that statement, but the statement is false. The premium rates were based only on coverage for compensation under the Longshore Act.

Appellant's Brief, while arguing against the express meaning of endorsement No. 2 as read by appellee, a District Court Judge, and a Washington Superior Court Judge, offers no substitute meaning other than that it is the same as endorsement No. 1 (Pg. 13) and thereby urges violation of the rule it asserted on Page 10 that all parts of the contract shall have some effect. A summary of appellant's argument would appear to be that it believes endorsement No. 2 to be ambiguous and that summary judgment should therefore be granted in appellant's favor without parole evidence on the intent of the parties, in spite of the rule to the contrary as enunciated in *Boeing Airplane Co. v. Fireman's Fund Indemnity Co.*, 44 Wn.2d 488 at 496. However, even if appellant should urge remand, this court can dispose of this cumberson litigation and avoid further expense by deciding a controlling question of law as did the trial court.

A reading of the whole of policy LS-1214 plainly shows that it is a compensation policy providing coverage for liabilities arising under the Longshoremen's and Harbor Workers' Act and providing \$100,000.00 liability coverage in the event the Longshore Act is declared unconstitutional, which has not occurred. The entirety of the agreement dictates

that the judgment of the trial court must be affirmed.

## II.

### The Humpla Lawsuit Was Not an Employer's Liability.

For purposes of Part II of this Argument, it can be assumed that the Endorsement Restricting Policy Coverage (endorsement No. 2) was never written or made a part of policy LS-1214 because it will be shown that, even without endorsement No. 2, the lawsuit brought by Mr. Humpla and the settlement of it does not fall within Coverage One(b) of the policy.

The *Humpla* lawsuit was not an action against his employer, but against the owner of the barge on which he was injured. That fact is borne out by the history of the *Humpla* cause of action, the theory of the cause of action, and the very wording of the Complaint. The *Humpla* Complaint never even mentioned that appellant was his employer (Tr. 5-9). Appellee's denial of coverage is not based merely on the wording of the Complaint, however. It is also based on the nature and history of the *Humpla* cause of action.

One(b) of policy LS 1214 would cover none of the historical antecedents which developed the theory of and provide the authority for the *Humpla* suit:

(1) *Seas Shipping Co. v. Sieracki*, 328 U.S. 85, 90 L.Ed. 1099, 66 S.Ct. 872(1946), would have been the authority for Humpla's suing appellant as the barge owner if he were employed by an independent stevedore company. That lawsuit would not have been covered by employer's liability insurance, because he would not have been



an employee. Rather, it would have been covered by the barge's insurance, presumably P&I.

(2) *Ryan Stevedoring Co. v. Pan-Atlantic Steamship Corp.*, 350 U.S. 124, 76 S.Ct. 232, 100 L.Ed. 133 (1955), would authorize a lawsuit by the barge owner against appellant, as the stevedore employer of Humpla, for indemnity to the barge owner for its liability to Humpla, if the barge were separately owned. Such a liability of an employer of longshoremen was held to fall within its general or public liability policy rather than its employer's liability policy by the trial court, and affirmed by this court, in *Indemnity Ins. Co. v. California Stevedore & Ballast Co.*, (C.C.A. 9, 1962), 307 F.2d 513:

"The subject with which Exclusion (c) is concerned is Workmen's Compensation or Employer's Liability, or, perhaps, both. The shipowners' claims in the case at bar dealt with neither."

Similarly, Coverage One(b) of policy LS-1214 is only employer's liability, and would not cover such a lawsuit, which presumably would fall within the coverage of appellant's public liability or general liability policy.

(3) *Reed v. SS YAKA*, 373 U.S. 410, 10 L.Ed.2d 448, 83 S.Ct. 1349 (1963), put the harbor worker employed by the vessel owner, e.g., Mr. Humpla, in the same position as *Sieracki* through the reasoning of *Ryan*.

"Thus, there can be no doubt that, if the petitioner here had been employed to do this particular work by an independent stevedoring company rather than directly by the owner, he could have recovered damages for his injury

from the owner who could have then under Ryan shifted the burden of the recovery to petitioner's stevedoring employer." (At Page 414)

"We think it would produce a harsh and incongruous result, one out of keeping with the dominant intent of Congress to help longshoremen, to distinguish between liability to longshoremen injured under precisely the same circumstances because some draw their pay directly from a shipowner and others from a stevedoring company doing the ship's service. Petitioner's need for protection from unseaworthiness was neither more nor less than that of a longshoreman working for a stevedoring company." (At Page 415)

Hence, it follows that Paragraph One(b), Employer's Liability, of LS-1214 would not cover the YAKA situation, which would be covered by the same policy as *Sieracki*: the P&I insurance on the vessel.

The split of insurance coverage in the YAKA situation was recognized in *White v. United States Lines*, (D.C. Md., 1965), 254 F.Supp. 480 at 482, holding a suit by a longshoreman injured before the YAKA decision to be barred by laches where the prejudice necessary to laches was found in the fact that compensation insurance did not cover lawsuits for unseaworthiness and, understandably, the insurance carrier covering the suit did not recognize the risk and investigate the accident.

The accuracy of the whole analysis that the YAKA is the shipowner's liability rather than an employer's liability was confirmed by the Supreme Court in *Jackson v. Lykes Bros. SS Co.*, 386 U.S. 731, 18 L.Ed.2d 488, 87 S.Ct. 1419 (1967). The Supreme Court held that, because of *Sieracki*, *Ryan*,



and *YAKA*, a longshoreman could sue the vessel owner *in personam* in state court, in spite of the facts that the Longshore Act protected the employer from such a suit, and the owner and employer were the same person.

“We held in *Yaka* that a longshoreman employed by a shipowner as a longshoreman could sue the owner for the ship’s unseaworthiness.” (At 386 U.S. ...., 18 L.Ed.2d 980)

“In this case as in *Yaka*, the fact that the longshoreman was hired directly by the owner instead of by the independent stevedoring company makes no difference as to the *liability of the ship or its owner*.” (At 386 U.S. ...., 18 L.Ed.2d 491). (Emphasis supplied)

Consequently, Humpla’s Complaint was proper when it alleged unseaworthiness against appellant herein because it owned the barge on which Humpla was injured, and when it failed to mention that appellant herein was Humpla’s employer, because that fact was totally irrelevant to Humpla’s cause of action.

The lawsuit of Humpla was therefore a “liability of the ship or its owner” and within the coverage of the insurance on the barge. Humpla’s injury was not an employer’s liability beyond the provisions of the Longshore Act, and was not therefore covered by One(b) of policy LS-1214 (still assuming that Endorsement Restricting Policy Coverage [endorsement No. 2] did not exist). If appellant had not owned the barge, Humpla could not even have brought a lawsuit against appellant because of the immunity provision of the Longshore Act, as was held recently by the Fifth Circuit in *Watson v. Gulf Stevedoring Corp.* (C.C.A. 5, 1967), 374 F.2d 946,

cert. denied November 6, 1967, No. 472, .....U.S....., 19 L.Ed.2d 277.

Since any liability to Humpla was not that of appellant as an employer, coverage for that liability should not fall within Employer's Liability, One (b) of policy LS-1214, but rather within the P&I insurance on the barge.

### CONCLUSION

Fireman's Fund policy No. LS-1214, by its unambiguous terms, excluded coverage of all liability but that for Longshore Act benefits, which were paid by appellee. Endorsement Restricting Policy Coverage (endorsement No. 2) clearly spells that out.

Additionally, One (b) of the policy covers only Employer's Liability in any event. Liability to Humpla was not that of employer but of shipowner, and therefore within the coverage of the P&I insurance, not appellee's compensation policy.

The judgment below is proper and should be affirmed.

Respectfully submitted,

BOGLE, GATES, DOBRIN,  
WAKEFIELD & LONG  
THOMAS J. McKEY

*Attorneys for Appellee*

### **CERTIFICATE**

We certify that, in connection with the preparation of this brief, we have examined Rules 18 and 19<sup>437</sup> of the United States Court of Appeals for the Ninth Circuit and in our opinion, the foregoing brief is in full compliance with those rules.

**THOMAS J. McKEY**

Of Attorneys for Appellee.



# FEDERAL LONGSHOREMEN'S AND HARBOR WORKERS' COMPENSATION ENDORSEMENT

No. 1

The obligations of Coverage A of the Policy include the

*Longshoremen's and Harbor Workers' Compensation Act being Public Act No. 803 of the 69th Congress, approved March 4, 1927,*  
and all laws amendatory thereof or supplementary thereto which may be or become effective while this Policy is in force.

The Company will carry out the provisions of section 35 of said Act. Insolvency or bankruptcy of the Employer and/or discharge therein shall not relieve the Company from payment of compensation and other benefits lawfully due for disability or death sustained by any employee during the life of the Policy.

The Company agrees to abide by all the provisions of this Act and all lawful rules, regulations, orders, and decisions of the United States Employees' Compensation Commission and of the Deputy Commissioner having jurisdiction, unless and until set aside, modified, or reversed by a court having jurisdiction of the parties and the subject matter.

If this Employer is a contractor the subject of whose contract includes operations covered by this Policy and he shall sub-contract all or any part of such contract to one or more sub-contractors, the remuneration of all the direct employees of all such sub-contractors shall be included in the return of remuneration under the provisions of this Policy upon which premium is computed. Such remuneration so reported shall be considered the remuneration of employees of this Employer and shall in all instances be governed by the same terms, conditions, requirements, and obligations of the Policy as the remuneration of the direct employees of this Employer. The requirements of this paragraph shall not apply as respects any such sub-contractor who has secured compensation for his direct employees as required by the Longshoremen's and Harbor Workers' Compensation Act, but this Employer shall not claim the benefit of this exemption unless and until he shall satisfy the Company by certificate or otherwise that any such sub-contractor has legally secured the payment of compensation to his own direct employees and then only respecting any sub-contractor who has furnished such proof.

This endorsement shall not be canceled prior to the date specified in this Policy for its expiration until at least thirty days have elapsed after a notice of cancellation has been sent to the Commission, to the Deputy Commissioner, and to this Employer.

All terms, conditions, requirements and obligations expressed in this Policy or in any other endorsement attached thereto which are not inconsistent with or inapplicable to the provisions of this endorsement are hereby made a part of this endorsement as fully and completely as if wholly written herein.

The rates of premium are subject to change, if during the term of the Policy any amendments affecting the benefits provided by this Act become effective, such change, if any, to be expressed by an endorsement naming the effective date thereof.

This endorsement shall take effect June 1st 1964, 12:01 A. M., standard time at the place where this Policy has been countersigned, and shall terminate simultaneously with this Policy.

Attached to and hereby made a part of Policy No. 1S-1214 of FIREMAN'S FUND INSURANCE COMPANY issued to PACIFIC HEARD NAVIGATION COMPANY, INC., et al  
Countersigned at Portland, Oregon this 27th day of May, 1964

Authorized Agent.

6-58 (formerly N 5520)

*Jack B. McLowman*  
SECRETARY  
COPY



ENDORSEMENT RESTRICTING POLICY COVERAGE

No. 2

The obligation of Paragraph One (a) of the policy to which this endorsement is attached shall cover only the Workmen's Compensation Law hereinafter cited and described and none other:

"LONGSHOREMEN'S AND HARBOR WORKERS' COMPENSATION ACT"  
(Public Act No. 803 — 69th Congress)

It is mutually understood and agreed that except as this policy may be otherwise extended by endorsement, no other liability of any nature whatsoever, except as defined by the said Longshoremen's and Harbor Workers' Compensation Act, is covered hereunder.

It is understood and agreed, however, that the above will not operate to exclude liability under clause No. 1-B of the policy in respect to those employees to which the Federal Longshoremen's and Harbor Workers' Compensation Act applies if said Federal Longshoremen's and Harbor Workers' Compensation Act should be declared in whole or in part unconstitutional.

This endorsement shall form a part of and be subject to all the terms, conditions and agreements of Policy No.

L. S. 1214

issued by the Fireman's Fund Insurance Company to

PACIFIC INLAND NAVIGATION COMPANY, INC., et al

and becomes effective on the 1st day of June 1964, 12:01 A. M., standard time, but shall not be valid or binding upon the Company unless and until it is countersigned by a duly authorized Agent of the Company.

*Jack B. McGowan*  
SECRETARY

*Fred A. Merrill*  
PRESIDENT

Countersigned at Portland, Oregon

this 27th day of May

1964

M-MO 81 6-63

COPY

Authorized Agent





# ENDORSEMENT

10-3

Additional Premium

Return Premium

In consideration of the Deposit Premium at which this Policy is written, it is hereby understood and agreed that on the day of the month of \_\_\_\_\_ (1) \_\_\_\_\_ and at the end of each subsequent period of the same duration, the insured shall pay to the Company the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the term of \_\_\_\_\_ years, and shall pay to the Company a premium computed on the rate of \_\_\_\_\_ per centum in each year, the amount payable to be retained by the Company during the period of the Policy and to apply toward the term provided for the said period.

Nothing herein contained shall be held to vary, waive, alter or extend any of the terms, conditions agreements or declarations of the undermentioned Policy other than as above stated.

All other terms and conditions remain unchanged.

SIGNATURE OF AUTHORIZED AGENT

THE FOLLOWING SPACES MUST BE COMPLETED ONLY IF THIS ENDORSEMENT IS NOT ATTACHED TO THE POLICY WHEN ISSUED.

POLICY NO.

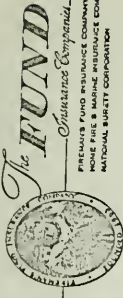
EFFECTIVE DATE

INSURED

MS 105D 7-61 \$

COPY

PRINTED IN U. S. A.





# ENDORSEMENT

MS. 4

Additional Premium

Return Premium

ENDORSEMENT OF LIABILITY INSURANCE  
POLICY NO. (C)

It is understood and agreed that everything in this policy or endorsement therein to the contrary notwithstanding, the Company's liability under Paragraph (a) (b) (Employee's liability for damages other than personal or reputational) is limited to \$100,000.00 for all damages arising out of injury to or death of one or more employees in any one accident. A series of injuries arising out of the same event shall be considered as one accident.

Nothing herein contained shall be held to vary, waive, alter or extend any of the terms, conditions agreements or declarations of the undermentioned Policy other than as above stated.

All other terms and conditions remain unchanged.

SIGNATURE OF AUTHORIZED AGENT

THE FOLLOWING SPACES MUST BE COMPLETED ONLY IF THIS ENDORSEMENT IS NOT ATTACHED TO THE POLICY WHEN ISSUED.

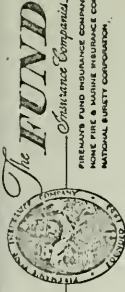
POLICY NO. EFFECTIVE DATE

INSURED

MS 105D 7-61

COPY

PRINTED IN U. S. A.





# ENDORSEMENT

Ex. 5

Additional Premium

Return Premium

It is understood and agreed that in the event the United States  
 Indemnity Company's and Harbor Center's Organization Act is amended,  
 the rates per \$100.00 of representation as set forth in the below  
 endorsed policy shall be subject to revision by agreement.

Nothing herein contained shall be held to vary, waive, alter or extend any of the terms, conditions agreements or declarations of the undermentioned Policy other than as above stated.

All other terms and conditions remain unchanged.

SIGNATURE OF AUTHORIZED AGENT

THE FOLLOWING SPACES MUST BE COMPLETED ONLY IF THIS ENDORSEMENT IS NOT ATTACHED TO THE POLICY WHEN ISSUED.

POLICY NO.

EFFECTIVE DATE

WALTER REED INSURANCE COMPANY, INC.

MS 105D 7-61

COPY

PRINTED IN U. S. A.



**The FUND**  
*Insurance Company*  
 PREMIERS FUND INSURANCE COMPANY  
 NATIONAL BUREAU OF INSURANCE COMPANY  
 NATIONAL BUREAU OF INSURANCE COMPANY



C O R R E C T E D

ENDORSEMENT

No. 6



*The FUND*  
Insurance Company  
FIREMAN'S FUND INSURANCE COMPANY  
HOME FIRE & MARINE INSURANCE COMPANY  
NATIONAL BURETY CORPORATION

\$ \_\_\_\_\_  
Additional Premium

SCHEDULE OF OPERATIONS

\$ \_\_\_\_\_  
Return Premium

In pursuant to the terms and requirements of the policy to which this endorsement is attached, the classifications and premium rates per \$100.- of remuneration, as mentioned in Item 3 of the Declarations, shall be as follows:

<u>Code</u>	<u>Classifications</u>	<u>Rate</u>
<u>OREGON AND WASHINGTON</u>		
7309	Shiprepair or Conversion - all operations including ship or yard; the operations of dry dock marine railways; Drivers, Chauffeurs and their Helpers.	11.25
7309	Stevedoring, H.O.C.	11.25
<u>ALASKA</u>		
7309	Stevedoring, H.O.C.	13.03
<u>CALIFORNIA</u>		
7309	Stevedoring, H.O.C. (total on and offshore payroll)	4.70

Nothing herein contained shall be held to vary, waive, alter or extend any of the terms, conditions, agreements or declarations of the undermentioned Policy other than as above stated.

All other terms and conditions remain unchanged.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT

THE FOLLOWING SPACES MUST BE COMPLETED ONLY IF THIS ENDORSEMENT IS NOT ATTACHED TO THE POLICY WHEN ISSUED.

IS-1214 June 1, 1964 PACIFIC ISLAND NAVIGATION COMPANY, INC., et al



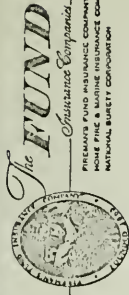


ENDORSEMENT

12.7

Additional Premium

Return Premium



It is understood and agreed that in the event of cancellation of the  
policy, the (10) days' written notice will be given to:

Washington  
United States Army  
Military Service Center and Post Headquarters  
Department of Supply and Transportation  
Washington, D.C.  
ATTN: SAC, WASH. REGION

Nothing herein contained shall be held to vary, waive, alter or extend any of the terms, conditions agreements or declarations of the undermentioned Policy other than as above stated.

All other terms and conditions remain unchanged.

SIGNATURE OF AUTHORIZED AGENT

THE FOLLOWING SPACES MUST BE COMPLETED ONLY IF THIS ENDORSEMENT IS NOT ATTACHED TO THE POLICY WHEN ISSUED.

POLICY NO. EFFECTIVE DATE

INSURED

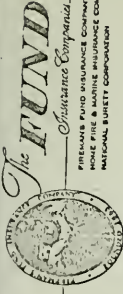
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COPY



# ENDORSEMENT



*The FUND*  
Insurance Company  
FIREMARINE FUND INSURANCE COMPANY  
HOUSE FIRE & MARINE INSURANCE COMPANY  
NATIONAL SURETY CORPORATION

Page 2

Additional Premium

Return Premium

It is understood and agreed that in the event of cancellation of the  
within policy, the (10) days' written notice will be given for  
The American Telephone Corporation  
Baltimore, Alaska

Nothing herein contained shall be held to vary, waive, alter or extend any of the terms, conditions agreements or declarations of the undermentioned Policy other than as above stated.  
All other terms and conditions remain unchanged.

SIGNATURE OF AUTHORIZED AGENT

THE FOLLOWING SPACES MUST BE COMPLETED ONLY IF THIS ENDORSEMENT IS NOT ATTACHED TO THE POLICY WHEN ISSUED.

POLICY NO. EFFECTIVE DATE INSURED

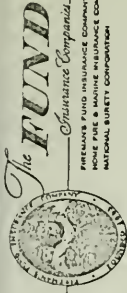
MS 105D 7-61 3

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# ENDORSEMENT



Additional Premium

Return Premium

It is understood and agreed that in the event of cancellation of this policy, the policy (or) any portion thereof shall be given to the insured.

Copy of the Policy  
to be given to the insured  
within 30 days of the  
date of the policy.

Nothing herein contained shall be held to vary, waive, alter or extend any of the terms, conditions agreements or declarations of the undermentioned Policy other than as above stated.

All other terms and conditions remain unchanged.

SIGNATURE OF AUTHORIZED AGENT

THE FOLLOWING SPACES MUST BE COMPLETED ONLY IF THIS ENDORSEMENT IS NOT ATTACHED TO THE POLICY WHEN ISSUED.

POLICY NO. EFFECTIVE DATE

INSURED

MS 105D 7-61

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PRINTED IN U.S.A.



# ENDORSEMENT

No. 10

Additional Premium

Return Premium

It is understood and agreed that the following named employers are added as additional insureds as a joint venture for the period of the 1964 Dew Line operation:

Puget Sound Tug & Barge Company, United Transportation Company and Alaska Barge and Transport, Inc. d/b/a/ Alaska Puget United Transportation Company, a Joint Venture.

Nothing herein contained shall be held to vary, waive, alter or extend any of the terms, conditions agreements or declarations of the undermentioned Policy other than as above stated.

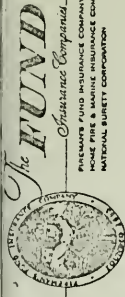
All other terms and conditions remain unchanged.

SIGNATURE OF AUTHORIZED AGENT

THE FOLLOWING SPACES MUST BE COMPLETED ONLY IF THIS ENDORSEMENT IS NOT ATTACHED TO THE POLICY WHEN ISSUED.

IS-1214 POLICY NO. June 1, 1964 EFFECTIVE DATE

PACIFIC INLAND NAVIGATION COMPANY, INC., et al INSURED







Joseph Eugene ...  
6/11/64-6/11/65

NO. 13-1214



# FIREMAN'S FUND INSURANCE COMPANY

HOME OFFICE  
SAN FRANCISCO

(Hereinafter called the Company)

**Does Hereby Agree WITH THIS EMPLOYER, NAMED AND DESCRIBED AS SUCH IN THE DECLARATIONS FORMING A PART HEREOF, AS RESPECTS PERSONAL INJURIES SUSTAINED BY EMPLOYEES, INCLUDING DEATH AT ANY TIME RESULTING THEREFROM, AS FOLLOWS:**

Compen-  
sation

ONE. (a) TO PAY PROMPTLY to any person entitled thereto, under the Workmen's Compensation Law and in the manner therein provided, the entire amount of any sum due, and all installments thereof as they become due,

(1) To such person because of the obligation for compensation for any such injury imposed upon or accepted by this employer under such of certain statutes as may be applicable thereto, cited and described in an endorsement attached to this policy, each of which statutes is herein referred to as the *Workmen's Compensation Law*, and

(2) For the benefit of such person the proper cost of whatever medical, surgical, nurse, or hospital services, medical or surgical apparatus or appliances and medicines, or, in the event of fatal injury, whatever funeral expenses are required by the provisions of such *Workmen's Compensation Law*.

It is agreed that all the provisions of each *Workmen's Compensation Law* covered hereby shall be and remain a part of this contract as fully and completely as if written herein, so far as they apply to compensation or other benefits for any personal injury or death covered by this policy, while this policy shall remain in force. Nothing herein contained shall operate to so extend this policy as to include within its terms any *Workmen's Compensation Law*, scheme or plan not cited in an endorsement hereto attached.

Liability  
For Damages

ONE. (b) TO INDEMNIFY this employer against loss by reason of the liability imposed upon him by law for damages on account of such injuries to such of said employees as are legally employed wherever such injuries may be sustained within the territorial limits of the United States of America or the Dominion of Canada. In the event of the bankruptcy or insolvency of this employer the company shall not be relieved from the payment of such indemnity hereunder as would have been payable but for such bankruptcy or insolvency. If, because of such bankruptcy or insolvency, an execution against this employer is returned unsatisfied in an action brought by the injured, or by another person claiming by, through or under the injured, then an action may be maintained by the injured, or by such other person claiming by, through or under the injured, against the company under the terms of this policy for the amount of the judgment in said action not exceeding the amount of this policy.

Exception  
Service

TWO. TO SERVE this employer (a) by the inspection of work places covered by the policy when and as deemed desirable by the company and thereupon to suggest to this employer such changes or improvements as may operate to reduce the number or severity of injuries during work, and (b) upon notice of such injuries, by investigation thereof and by settlement of any resulting claims in accordance with law.

Defense

THREE. TO DEFEND, in the name and on behalf of this employer, any suits or other proceedings which may at any time be instituted against him on account of such injuries, including suits or other proceedings alleging such injuries and demanding damages or compensation therefor, although such suits, other proceedings, allegations or demands are wholly groundless, false or fraudulent.

Costs and  
Expenses

FOUR. TO PAY all costs taxed against this employer in any legal proceedings defended by the company, all interest accruing after entry of judgment and all expenses incurred by the company for investigation, negotiation or defense.

Employee's  
Conduct

FIVE. THIS AGREEMENT SHALL APPLY to such injuries sustained by any person or persons employed by this employer whose entire remuneration shall be included in the total actual remuneration for which provision is hereinafter made, upon which remuneration the premium for this policy is to be computed and adjusted, and also to such injuries so sustained by the president, any vice-president, secretary, or treasurer of this employer, if a corporation. The remuneration of any such designated officer shall not be subjected to a premium charge unless he is actually performing such duties as are ordinarily undertaken by a superintendent, foreman or workman.

Injuries  
Covered

SIX. THIS AGREEMENT SHALL APPLY to such injuries so sustained by reason of the business operations described in said declarations which, for the purpose of this insurance, shall include all operations necessary, incident or appurtenant thereto, or connected therewith, whether such operations are conducted at the work places defined and described in said declarations or elsewhere in connection with, or in relation to, such work places.

Policy  
Period

SEVEN. THIS AGREEMENT SHALL APPLY ONLY to such injuries so sustained by reason of accidents occurring during the policy period limited and defined as such in Item 2 of said declarations.

THIS AGREEMENT IS SUBJECT TO THE FOLLOWING CONDITIONS:

Rate of  
Premium

A. The premium is based upon the entire remuneration earned, during the policy period, by all employees of this employer engaged in the business operations described in said declarations, together with all operations necessary, incident or appurtenant thereto, or connected therewith whether conducted at such work places or elsewhere in connection therewith or in relation thereto; excepting however the remuneration of the president, any vice-president, secretary or treasurer of this employer, if a corporation, but including the remuneration of any one or more of such designated officers who are actually performing such duties as are ordinarily undertaken by a superintendent, foreman or workman. If any operations as above defined are undertaken by this employer but are not described or rated in said declarations, this employer agrees to pay the premium thereon, at

the time of the final adjustment of the premium in accordance with Condition C hereof, at the rates, and in compliance with the rules, of the Manual of Rates in use by the company upon the date of issue of this policy. At the end of the policy period the actual amount of the remuneration earned by employees during such period shall be exhibited to the company, as provided in Condition C hereof, and the earned premium adjusted in accordance therewith at the rates and under the conditions herein specified. If the earned premium, thus computed, is greater than the advance premium paid, this employer shall immediately pay the additional amount to the company; if less, the company shall return to this employer the unearned portion, but in any event the company shall retain the minimum premium stated in said declarations. All premiums provided by this policy, or by any endorsement hereon, shall be fully earned whether any such Workmen's Compensation Law, or any part of such, is now or shall hereafter be declared invalid or unconstitutional.

B. This policy may be cancelled at any time by either of the parties upon written notice to the other party stating when, not less than ten days thereafter, cancellation shall be effective. The effective date of such cancellation shall then be the end of the policy period. The law of any state, in which this policy applies, which requires that notice of cancellation shall be given to any board, commission or other state agency is hereby made a part of this policy and cancellation in such state shall not be effective except in compliance with such law. The remuneration of employees for the policy period stated in said declarations shall be computed upon the basis of the actual remuneration to the date of cancellation determined as herein provided. If such cancellation is at the company's request, the earned premium shall be adjusted *pro rata* as provided in Condition A. If such cancellation is at this employer's request, the earned premium shall be computed and adjusted at short rates, in accordance with the table printed hereon, but such short rate premium shall be not less than the minimum premium stated in said declarations. If this employer when requesting cancellation is actually retiring from the business herein described, then the earned premium shall be computed and adjusted *pro rata*. Notice of cancellation shall be served upon this employer as the law requires, but, if no different requirement, notice mailed to the address of this employer herein given shall be a sufficient notice, and the check of the company, similarly mailed, a sufficient tender of any unearned premium.

C. The company shall be permitted, at all reasonable times, during the policy period, to inspect the plants, works, machinery and appliances covered by this policy, and to examine this employer's books at any time during the policy period, and any extension thereof, and within one year after its final expiration, so far as they relate to the remuneration earned by any employees of this employer while this policy was in force.

D. The obligations of Paragraph ONE (a) foregoing are hereby declared to be the direct obligations and promises of the company to any injured employee covered hereby, or, in the event of his death, to his dependents; and to each such employee or such dependent, the company is hereby made directly and primarily liable under said obligations and promises. This contract is made for the benefit of such employees or such dependents and is enforceable against the company, by any such employee or such dependent in his name or on his behalf, at any time and in any manner permitted by law, whether claims or proceedings are brought against the company alone or jointly with this employer. If the law of any state in which the policy is applicable provides for the enforcement of the rights of such employees or such dependents by any commission, board or other state agency for the benefit of such employees or such dependents, then the provisions of such law are made a part hereof, as respects any matter subject thereto, as fully as if written herein. The obligations and promises of the company as set forth in this paragraph shall not be affected by the failure of this employer to do or refrain from doing any act required by the policy; nor by any default of this employer after the accident in the payment of premiums or in the giving of any notice required by the policy or otherwise; nor by the death, insolvency, bankruptcy, legal incapacity or inability of this employer, nor by any proceeding against him as a result of which the conduct of this employer's business may be and continue to be in charge of an executor, administrator, receiver, trustee, assignee, or other person.

E. As between the employee and the company, notice to or knowledge of this employer of an injury or death covered hereby shall be notice or knowledge as the case may be of the company; the jurisdiction of this employer for the purposes of any Workmen's Compensation Law covered hereby shall be jurisdiction of this company and the company shall in all things be bound by and subject to the findings, judgments, awards, decrees, orders or decisions rendered against this employer in the form and manner provided by such laws and within the terms, limitations and provisions of this policy not inconsistent with such laws.

F. This employer, upon the occurrence of an accident, shall give immediate written notice thereof to the company with the fullest information obtainable. He shall give like notice with full particulars of any claim made on account of such accident. If, thereafter, any suit or other proceeding is instituted against this employer, he shall immediately forward to the company every summons, notice or other process served upon him. Nothing elsewhere contained in this policy shall relieve this employer of his obligations to the company with respect to notice as herein imposed upon him.

G. No action shall lie against the company to recover upon any claim or for any loss under Paragraph ONE (b) foregoing unless brought after the amount of such claim or loss shall have been fixed and rendered certain either by final judgment against this employer after trial of the issue or by agreement between the parties with the written consent of the company, nor in any event unless brought within two years thereafter.

H. If the method of serving notice of cancellation, or the limit of time for notice of accident or for any legal proceeding herein contained is at variance with any specific statutory provision in relation thereto, in force in the state in which any of the business operations herein described are conducted, such specific statutory provision shall supersede any such condition in this contract inconsistent therewith.

I. No assignment of interest under this policy shall bind the company unless the consent of the company shall be endorsed hereon.

J. If this employer carries any other insurance covering a claim covered by this policy, he shall not recover from the company a larger proportion of any such claim than the sum hereby insured bears to the whole cover of valid and collectible insurance.

K. The company shall be subrogated in case of any payment under this policy, to the extent of such payment, to all rights of recovery therefor vested by law either in this employer or in any employee or his dependents claiming hereunder, against persons, corporations, associations or estates.

L. No condition or provision of this policy shall be waived or altered except by endorsement attached hereto signed by the president or secretary of the company; nor shall notice to any agent, nor shall knowledge possessed by an agent, or by any other person, be held to effect a waiver or change in any part of this contract. Changes in the written portion of the Declarations forming part hereof (except Items 2, 3 and 4) may be made by the agent countervailing this policy, such changes to bind the company when initiated by such agent. The personal pronoun herein used to refer to this employer or to an injured employee or dependents, shall apply regardless of number or gender.

M. The statements in Items 1 to 6 inclusive, in the declarations hereinafter contained, are true; those stated as estimates only are believed to be true. This policy is issued upon such statements and in consideration of the provisions of the policy respecting its premium and the payment of the premium in such declarations expressed.

Cancellation

Inspection and Audit

Company Obligations  
Liability to EmployeeKnowledge and Jurisdiction  
Employer  
Premises  
Liability and Jurisdiction  
Conduct of Company

Notice to Company

Actions by Company

Specific Statutory Provisions

Assignment

Concurrent Insurance

Subrogation

Changes

Declarations by Employer

Item 1. Name of employer.....

P. O. address.....

For the purpose of serving notice as in this policy provided, this employer agrees that this address may be considered as both the residence and business address of this employer or any representative upon whom notice may be served.

Individual, co-partnership, corporation, or estate?.....

Item 2. The period during which the policy shall remain in force, unless cancelled as in the policy provided (herein called the policy period) shall be from the..... day of..... 19.....

to the..... day of..... 19..... at twelve and one minute o'clock a. m., standard time as to each of said dates at the place where any operation covered hereby is conducted, as respects that operation, or at the place where any injury covered hereby is sustained, as respects that injury.

Item 3. Locations of all factories, shops, yards, buildings, premises or other work places of this employer, by town or city, with street and number.....

All business operations, including the operative management and superintendence thereof, conducted at or from the locations and conducted above as declared by each instance by disclosure of estimated remuneration of employees under such of the following Divisions as may be indicated by the insured. All operations shall be conducted at the premises of the insured. 3. All repairs or alterations to premises. 4. Specially rated operations on the premises. 5. Operations not on the premises.

#### CLASSIFICATION OF OPERATIONS

(NOTE: If more than one classification, indicate each other by (b), (c), (d), etc.)

Estimated Total Annual Remuneration

Rate per \$1000 of Remuneration

Deposit Premium

- 2 (a) Clerical Office Employees 8810  
(b) Draughtsmen (engaged exclusively in the profession)—office duties 8810
- 3 New construction work by employees of this Employer only, classified as  
Note: Appropriate classification must be noted on the schedule of estimated remuneration. If the estimated remuneration is not stated, the insured is liable for construction. Repairs and maintenance of this Employer's buildings and equipment when accompanied by employees only, are included in the classification. New construction, repairs, and maintenance undertaken by contractors must be separately insured.

- 5 (a) Erection, installation, repair or demonstration of Employer's product, as follows:

(Manual Classification)

- (b) Outside Salesmen, collectors and messengers (wherever engaged) who do not deliver merchandise 8142  
(c) Drivers and their Helpers, including stablemen—if not specifically included in Division 1 7205  
Chauffeurs, and their Helpers—Commercial, including incidental garage employees—if not specifically included in Division 1 7380

Minimum Premium for this Policy shall be \$1,000.00 Deposit Premium \$3,000.00

Item 4. The foregoing enumeration and description of employees include all persons employed in the service of this employer in connection with the business operations above described to whom remuneration of any nature in consideration of service is paid, allowed or due, together with an estimate for the policy period of all such remuneration. This enumeration and description with the estimated remuneration shall also include the president, any vice-president, secretary or treasurer of this employer, but any such persons engaged in the business of the employer shall not be included in such enumeration, description or estimated remuneration. The foregoing estimates of remuneration are offered for the purpose of computing the advance premium. The company shall be permitted to examine the books of this employer at any time during the policy period and any extension thereof and within one year after its final termination so far as they relate to the remuneration earned by any employees of this employer while the policy was in force.

Item 5. This employer is conducting no other business operations at this or any other location not herein disclosed—except as herein stated:

Item 6. No similar insurance has been cancelled by any insurance carrier during the past year—except as herein stated:

IN WITNESS WHEREOF, the FIREMAN'S FUND INSURANCE COMPANY has caused this policy to be signed by its duly authorized officers, at San Francisco, California, but the same shall not be binding upon the Company unless countersigned by a duly authorized agent of the Company.

Jack R. Sullivan  
SECRETARY

COPY

Wm. J. McManis  
PRESIDENT

Countersigned at Portland, Oregon

this 27th day of May

1909

Authorized Agent.



POLICY No. \_\_\_\_\_

# FIREMAN'S FUND



## INSURANCE COMPANY

HOME OFFICE  
401 CALIFORNIA STREET  
SAN FRANCISCO

Issued to \_\_\_\_\_

Expires.....19.....

### PLEASE READ YOUR POLICY

Carefully note condition requiring immediate  
notice of every loss.

### NOTICE

Don't fail to notify the home office of the company  
at San Francisco, Calif., or its duly authorized agent,  
of every accident, however slight, immediately upon  
its occurrence.

If accident is fatal or involves serious injury tele-  
graph or telephone at company's expense, giving data  
of inquest if one is to be held.

Do not delay sending in notice because unable to  
give all information desired. Send a completed notice  
later.

### SHORT PERIOD TABLE

#### FOR TERM OF ONE YEAR

Policy in Force	Per Cent. of Annual Prem.
1 day.....	2%
2 days.....	4%
3 days.....	5%
4 days.....	6%
5 days.....	7%
6 days.....	8%
7 days.....	9%
8 days.....	10%
9 days.....	10%
10 days.....	11%
11 days.....	11%
12 days.....	12%
13 days.....	13%
14 days.....	14%
15 days.....	15%
16 days.....	16%
17 days.....	16%
18 days.....	17%
19 days.....	19%
20 days.....	20%
25 days.....	23%
30 days or 1 month.....	25%
35 days.....	27%
40 days.....	28%
45 days.....	29%
50 days.....	30%
55 days.....	33%
60 days or 2 months.....	35%
65 days.....	37%
70 days.....	38%
75 days.....	39%
80 days.....	40%
85 days.....	46%
90 days or 3 months.....	50%
105 days.....	57%
120 days or 4 months.....	60%
135 days.....	65%
150 days or 5 months.....	70%
165 days.....	73%
180 days or 6 months.....	75%
195 days.....	80%
210 days or 7 months.....	83%
225 days.....	85%
240 days or 8 months.....	88%
255 days.....	90%
270 days or 9 months.....	93%
285 days.....	95%
300 days or 10 months.....	98%
315 days.....	100%
330 days or 11 months.....	
345 days.....	
360 days or 12 months.....	